

U.S. Department of Justice

Washington, DC 20530

Amendment to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. File this amendment form for any changes to a registration. Compliance is accomplished by filing an electronic amendment to registration statement and uploading any supporting documents at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

New Partners Consulting, Inc.

2. Registration No.

6330

3. This amendment is filed to accomplish the following indicated purpose or purposes:

- ☐ To give a 10-day notice of change in information as required by Section 2(b) of the Act.
- ☐ To correct a deficiency in
- ☐ Initial Statement
- ☐ Supplemental Statement for the period ending _____
- ☐ Other purpose (*specify*) _____
- ☒ To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list:

Executed contract with VMRO - Democratic Party for Macedonian National Unity

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. (If space is insufficient, a full insert page must be used.)

In our initial registration, we filed an unexecuted contract between New Partners Consulting and VMRO - Democratic Party for Macedonian National Unity. After the filing, we received the final executed contract. That contract, with the identical scope of work as reported previously, is attached here.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)

(Print or type name under each signature or provide electronic signature¹)

January 11, 2016

/s/ Cara Stern

eSigned

¹ This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

02-165/A
01.12.2015

CONSULTING AGREEMENT

AGREEMENT between New Partners Consulting, Inc. ("Consultant") and VMRO - Democratic Party for Macedonian National Unity ("Client").

WITNESSETH:

WHEREAS, Client desires to avail itself of the expertise and consulting services of Consultant and Consultant desires to make its expertise and consulting services available to Client upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the agreements herein contained, the parties hereto agree as follows:

1. **CONSULTING SERVICES.** Consultant hereby agrees to perform the following consulting services during the term of this Agreement:

(a) The scope of work as outlines below:

- a. New Partners will facilitate outreach to western reporters regarding foreign affairs pertaining to Client in Macedonia. Including, but not limited to, drafting talking points, statements and other opinion articles for dissemination to reporters on behalf of the VMRO - Democratic Party for Macedonian National Unity.

(b) Provide any other services to which the parties agree in writing.

Consultant further agrees that it will use reasonable efforts during the performance of such consulting services to promote the interests of Client and to devote to the business and affairs of Client during the term of this Agreement such portion of Consultant's time and energies as is necessary to perform such consulting services.

2. **COMPENSATION.**

(a) **Rate of Compensation.** For the services performed pursuant to paragraphs 1(a), Consultant shall receive a fee of \$54,000.00 each month starting December 1, 2015. Invoices will be sent monthly and are due upon receipt.

(b) **Reimbursement of Expenses.** Consultant shall be responsible for payment of all ordinary expenses incurred in the performance of the services described in paragraph 1(a), including telephone, fax, internet connection, computer paper, printer ink, subscription costs and electronic searching fees. The Client shall be responsible for any extraordinary expenses, including travel expenses. Consultant shall obtain the prior approval of the Client before incurring any extraordinary expenses over \$1000.

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Consultant shall submit an invoice setting forth expenses incurred during the term of this Agreement. The Client will pay such invoice within 10 days of receiving it. Payments more than 30 days past due will be charged interest at a rate of 5% per year.

3. TERM OF AGREEMENT.

The term of this Agreement shall begin on December 1, 2015, and end on April 30, 2016. Either party may terminate this Agreement at any time, for any reason or no reason, upon at least fifteen (15) days written notice to the other party, whereupon the parties shall be released from all further obligations under this Agreement except for those that expressly survive its termination. Upon the expiration or earlier termination of this Agreement for any reason: (i) New Partners will promptly deliver to VMRO-DPMNE all New Partners Work Product, including all work in progress or any Work Product not previously delivered; (ii) each receiving party will promptly deliver to the other party all Confidential Information it has received and which remains in such receiving party's possession or control; and (iii) VMRO-DPMNE will pay New Partners all accrued but unpaid fees and reimbursable expenses due and payable to New Partners. Should this Agreement be terminated before the end of a calendar month, the fee due and payable to New Partners shall be prorated in accordance with the days elapsed prior to the date of termination in that month.

4. COORDINATION.

Consultant shall coordinate all activities as instructed with permanent staff of Client.

5. CONFIDENTIALITY.

(a) Consultant agrees that Consultant will not, directly or indirectly, at any time during the term of this Agreement or thereafter, and without regard to when or for what reason this Agreement shall terminate, divulge, furnish, make accessible, or permit the disclosure to anyone (other than Client or other persons employed or designated by Client) any knowledge or information of any type whatsoever acquired by Consultant in the course of the consultancy, including (but not limited to) knowledge or information relating to the business or activities of the Client, including business and activities relating to the services rendered under this Agreement, whether disclosed orally or visually to Consultant and whether stored on any tangible medium or memorialized by Consultant ("Confidential Information").

(b) The term Confidential Information includes all originals, recorded and unrecorded copies of such Confidential Information, as well as information derived therefrom and portions thereof. Such Confidential Information also includes, but is not limited to, all written or audio materials obtained, generated, produced or otherwise acquired during the course of the consultancy, including (but not limited to) any notes, charts, lists, computer files, electronic mail messages, phone logs or other memoranda, whether handwritten, typed, or otherwise created. Information shall be Confidential Information even if no legal protection

has been obtained or sought for such information under applicable laws and whether or not Consultant has been notified that such information is Confidential Information.

(c) The term Confidential information does not include any information which: (i) at the time of disclosure to Consultant was or thereafter became publicly available or a matter of public knowledge, without a breach of this Agreement by Consultant; (ii) was given to Consultant by a third party who is not obliged to maintain confidentiality; (iii) has been independently acquired or developed by Consultant; (iv) was in the possession of or known by Consultant prior to this Agreement; or (v) was disclosed to Consultant pursuant to a requirement of law, or in response to a court order, subpoena, or action of governmental authority.

(d) Consultant shall not be liable for disclosure of Confidential Information if such disclosure is pursuant to judicial action or other lawfully compelled disclosure, provided that the Consultant notifies Client, by registered mail, of the need for such disclosure within five (5) days after such need becomes known and gives Client a reasonable opportunity to contest such disclosure.

(e) Upon termination of this Agreement for whatever reason or upon breach of any of the obligations set forth in this Agreement, Consultant shall return all Confidential Information (as defined above) to Client, regardless of the form in which it appears or is stored (including information stored on tapes, computer discs, compact discs or other media).

(f) The obligations set forth in this paragraph shall survive indefinitely the termination of this Agreement.

6. OTHER CONSULTING SERVICES. Client and Consultant agree that Consultant may provide independent consulting services to other individuals or entities.

7. INDEPENDENT CONTRACTOR. Consultant shall perform consulting services pursuant to this Agreement as an independent contractor with respect to Client, and nothing in this Agreement shall create, or be deemed to create, any relationship of employer and employee or of master and servant between Client and Consultant.

8. INDEMNIFICATION.

(a) Client agrees to defend, indemnify and hold harmless Consultant (and its officers, directors, employees, representatives and agents) (the "Indemnified Parties") from and against any and all claims, liability, losses, damages, penalties, fines, sanctions, costs or expenses (including, without limitation, interest, attorneys' fees and expenses, and any governmental sanctions of any kind), resulting from, arising out of, or related to (i) Consultant's use of information or materials provided by Client, (ii) Consultant's assistance with any government inquiry of Client, or (iii) this Agreement or the services and transactions related hereto; it being specifically understood that Client shall defend, indemnify and hold

harmless the Indemnified Parties from claims that any of the Indemnified Parties was itself, himself or herself negligent or otherwise at fault.

(b) Consultant makes no representations about the suitability, reliability, timeliness, and accuracy of the information contained in the research materials, for any purpose. All such information is provided "AS IS" and "AS AVAILABLE" without warranty of any kind. Consultant disclaims all representations and warranties with regard to this information, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title, and non-infringement. No advice or information obtained from Consultant, or from any officer, director, employee, representative or agent of Consultant, shall create any warranty not expressly stated in this Agreement.

(c) In no event shall Consultant be liable for any incidental, consequential or punitive damages of any kind.

(d) The obligations set forth in this section shall survive indefinitely the termination of this Agreement.

9. INSURANCE. Consultant hereby agrees to add Client as an additional insured under its professional liability insurance policy.

10. ASSIGNMENT. Except as specifically set forth in this Agreement, the rights and interests of Consultant in this Agreement may not be sold, transferred, assigned, pledged or hypothecated. The rights and obligations of Client hereunder shall be binding upon and run in favor of the successors and assigns of Client. In the event of any attempted assignment or transfer of rights hereunder contrary to the provisions hereof, Client shall have no further liability for payments hereunder.

11. GOVERNING LAW; CAPTIONS. This Agreement contains the entire agreement between the parties and shall be governed by the law of the District of Columbia. It may not be changed orally, but only by agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. Section headings are for convenience of reference only and shall not be considered a part of this Agreement.

12. ANTI-CORRUPTION LAWS. Each party represents and warrants and covenants that, in connection with this Agreement, neither party nor its affiliates nor any director, officer, agent, employee or other person associated with or acting on behalf of such party or its affiliates, in connection with the Services and Work Product furnished under this Agreement or the performance of this Agreement, (i) has used or will use any funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) has made or will make any direct or indirect unlawful payment to any foreign or domestic government official or employee; (iii) has violated or is in violation of any provision of any Anti-Corruption Laws; or (iv) has made or will make any bribe, rebate, payoff, influence payment, kickback or other unlawful payment. "Anti-Corruption Laws" means the

United States Foreign Corrupt Practices Act and the UK Bribery Act 2010 and any other similar laws.

13. PRIOR AGREEMENTS. This Agreement supersedes and terminates all prior agreements between the parties relating to the subject matter herein addressed.

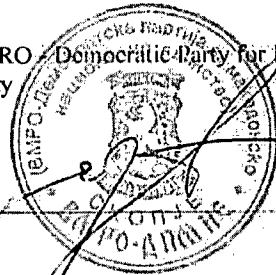
14. NOTICES. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed effective when delivered in person or, if mailed, on the date of deposit in the mail, postage prepaid, addressed, in the case of Consultant, to New Partners Consulting, Inc., at 1250 I Street NW, Suite 200, Washington, DC 20004 and in the case of Client, to it at its offices at
Macedonia 17a street, 1000 Skopje or such other address as shall have been specified in writing by either party to the other.

Deleted:

IN WITNESS WHEREOF, the Client and Consultant each has caused this Agreement to be signed by its duly authorized representative as of the day and year first above written.

VMRO - Democratic Party for Macedonian National
Unity

By:



Date: 01.12.2015

NEW PARTNERS CONSULTING, INC.

By:

Rabouch Aishman

Date: Dec 18, 2015